



Civil Resolution Tribunal

Date Issued: September 24, 2025

File: SC-2024-005609

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Dufour v. Milivojevic dba Eden's Home Daycare*, 2025 BCCRT 1341

B E T W E E N :

RONALDO DUFOUR

APPLICANT

A N D :

EDEN MILIVOJEVIC (Doing Business As EDEN'S HOME DAYCARE)

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Peter Mennie

INTRODUCTION

1. This dispute is about a deposit for childcare services.
2. The applicant, Ronaldo Dufour, paid the respondent, Eden Milivojevic, who does business as Eden's Home Daycare, a \$1,500 deposit for a daycare spot. Mr.

Dufour's circumstances changed before his son attended and he no longer needed daycare. He asks for an order that Eden Milivojevic refund the \$1,500.

3. Eden Milivojevic says the parties' agreement required Mr. Dufour to provide 30 days' written notice before terminating the agreement. They say Mr. Dufour did not provide 30 days' written notice and they were allowed to charge \$1,500 for one month of daycare fees.
4. Both parties are self-represented.
5. For the reasons below, I dismiss Mr. Dufour's claims.

JURISDICTION AND PROCEDURE

6. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has jurisdiction over small claims brought under *Civil Resolution Tribunal Act* (CRTA) section 118. CRTA section 2 states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
7. CRTA section 39 says the CRT has discretion to decide the hearing's format. Neither party requested an oral hearing and there are no significant credibility issues. So, I have decided this dispute based on the parties' documentary evidence and written submissions.
8. CRTA section 42 says the CRT may accept as evidence information that it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.
9. Under CRTA section 48(1), the CRT may make an order on terms and conditions it considers appropriate.

ISSUE

10. The issue in this dispute is whether Eden Milivojevic must refund Mr. Dufour his \$1,500 deposit.

EVIDENCE AND ANALYSIS

11. In a civil proceeding like this one, Mr. Dufour, as the applicant, must prove his claims on a balance of probabilities. I have read all the parties' submissions and evidence but refer only to the evidence and argument that I find relevant to provide context for my decision. I note that Eden Milivojevic provided no documentary evidence and Mr. Dufour provided no final reply submissions despite being given the opportunity to do so.
12. The parties agree on the background facts. Mr. Dufour and his spouse needed childcare for their son. Mr. Dufour's spouse reached out to Eden Milivojevic on Facebook. Following an interview, Eden Milivojevic offered a daycare spot for \$1,500 per month starting on March 1, 2024. They sent Mr. Dufour and his spouse a home daycare agreement and requested a \$1,500 deposit.
13. Clause 11 of the agreement said that Mr. Dufour and his spouse will pay a \$1,500 deposit "as security for any unpaid balances". Clause 19 of the agreement said that either party may end the agreement by providing 30 days' written notice by the first of the month. Mr. Dufour and his spouse both signed the agreement. They also paid the \$1,500 deposit.
14. Mr. Dufour's spouse decided to delay their return to work because of a parent's declining health. On February 17, 2024, Mr. Dufour's spouse told Eden Milivojevic that they no longer needed a daycare spot. Eden Milivojevic said the deposit was non-refundable, but offered to provide 200 hours of childcare as an alternative.
15. Mr. Dufour asks for a refund of the \$1,500 deposit. He first argues that the agreement is unenforceable because it is ambiguous about whether the deposit is refundable if he cancelled before childcare started.

16. For a valid agreement to exist, the parties must have a “meeting of the minds”. This means both parties must agree on all essential terms, and those terms must be clear enough to give anyone reading the contract a reasonable degree of certainty. See *Berthin v. Berthin*, 2016 BCCA 104, at paragraphs 46 and 47.
17. Here, I find that the terms of the agreement are sufficiently clear to be enforceable. The agreement required Mr. Dufour to pay a \$1,500 deposit to secure any unpaid balances. Mr. Dufour could terminate the agreement by the first of the month with at least 30 days’ notice. I find that a reasonable person would interpret the requirement to provide 30 days’ notice by the first of the month to mean that Mr. Dufour had to provide written notice by February 1 to cancel childcare starting on March 1.
18. Mr. Dufour’s spouse gave notice on February 17, 2024, which was after the first of the month. This means he did not terminate the agreement before he had to pay a \$1,500 fee for March childcare. He was still required to pay even if he did not use this service. He did not pay for childcare in March. So, clause 11 of the agreement allowed Eden Milivojevic to apply the \$1,500 deposit to Mr. Dufour’s unpaid balance.
19. Mr. Dufour also relies on the *Business Practices and Consumer Protection Act* (BPCPA). BPCPA sections 19 and 23(2), say that future performance contracts, such as the parties’ agreement for future childcare, must include certain information. BPCPA section 23(5) says a consumer can cancel a future performance agreement within one year of receiving it if the contract does not contain this information.
20. In this case, Mr. Dufour says the agreement did not have required information, including the date when the parties entered the agreement and the date when childcare services started. He argues that he was entitled to cancel the agreement and receive a full refund under BPCPA section 27.
21. I find that the agreement did have the date when it was entered into. Mr. Dufour or his spouse wrote in a blank space on the agreement that it was entered into on

January 28, 2023. I assume this was a typo because the parties' messages show that Mr. Dufour and his spouse signed the agreement on January 28, 2024.

22. From the parties' submissions and messages, I find that all parties understood that childcare would start on March 1, 2024. However, the agreement did not give a specific start date. So, I find that the agreement did breach BPCPA section 23(2)(a).
23. That does not end the matter. BPCPA section 173.1 says a tribunal like the CRT may order a consumer to be bound by one or more of the agreement's provisions if it would be unjust in the circumstances for the consumer not to be bound.
24. Here, Eden Milivojevic turned down other families needing childcare after Mr. Dufour signed their agreement. I accept Eden Milivojevic's evidence that it takes time to find, interview, and sign up a new family needing childcare. As a result of Mr. Dufour's late cancellation, Eden Milivojevic lost 1 month of revenue. Though the agreement did not have the date when childcare would start, all parties understood that childcare would start on March 1, 2024. In these circumstances, I find it would be unjust for Mr. Dufour not to be bound by the agreement. So, I find that Mr. Dufour was not entitled to cancel the agreement and receive a refund.
25. Finally, Mr. Dufour argues that refusing to refund the \$1,500 was an unfair business practice under the BPCPA. I infer that he is referring to BPCPA section 4 which prohibits unfair acts or practices which deceive or mislead the consumer. I do not accept this argument. The agreement was written in plain language and clearly stated the requirement to pay a \$1,500 deposit and provide 30 days' written notice before the first of the month prior to terminating the agreement. I find that the terms of the agreement were clear and were not misleading or deceptive contrary to the BPCPA.
26. I appreciate that Mr. Dufour no longer needed childcare after a change in family circumstances. However, he signed Eden Milivojevic's agreement which required a \$1,500 deposit and 30 days' written notice for termination. He did not provide 30

days' notice, and Eden Milivojevic properly applied his \$1,500 deposit to his unpaid fees. So, I find that Mr. Dufour is not entitled to a refund and I dismiss his claims.

27. Under CRTA section 49 and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable dispute-related expenses. Mr. Dufour was not successful, so I do not order any reimbursement of their CRT fees. Neither party claimed any dispute-related expenses.

ORDER

28. I dismiss Mr. Dufour's claims.

Peter Mennie, Tribunal Member